

USDA-FmHA  
Form FmHA 1980-70  
(11-88)

Position 5

FORM APPROVED  
OMB NO. 0575-0029

**ASSIGNMENT GUARANTEE AGREEMENT—DROUGHT AND DISASTER  
GUARANTEED LOANS (INTEREST NOT GUARANTEED)**

FmHA Loan Ident. No. \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
(Lender) has made a loan to \_\_\_\_\_

in the principal amount of \$ \_\_\_\_\_ as evidenced by a note(s) dated \_\_\_\_\_.  
The United States of America, acting through Farmers Home Administration (FmHA) entered into a Loan Note Guarantee—  
Drought and Disaster Guaranteed Loans (Loan Note Guarantee) (Form FmHA 1980-69) with the Lender applicable to such loan to  
guarantee the loan not to exceed \_\_\_\_\_ % of the amount of the principal advanced.

\_\_\_\_\_ of \_\_\_\_\_

(Holder) desires to purchase from Lender \_\_\_\_\_ % of the guaranteed portion of such loan. Copies of  
Borrower's note(s) and the Loan Note Guarantee are attached hereto as a part hereof.

**NOW, THEREFORE, THE PARTIES AGREE:**

1. The principal amount of the loan now outstanding is \$ \_\_\_\_\_. Lender hereby assigns to Holder  
\_\_\_\_\_ % of the guaranteed portion of the loan representing \$ \_\_\_\_\_ of such loan now  
outstanding in accordance with all of the terms and conditions hereinafter set forth. The Lender and FmHA certify to the Holder  
that the Lender has paid and FmHA has received the Guarantee Fee in exchange for the issuance of the Loan Note Guarantee.

2. **Loan Servicing.** The Lender will be responsible for servicing the entire loan and will remain mortgage  
and/or secured party of record. The entire loan will be secured by the same security with equal lien priority for the guaranteed and  
unguaranteed portions of the loan.

The Lender will receive all payments on account of principal of, or interest (including any loan subsidy)  
on, the entire loan and shall promptly remit to the Holder its pro rata share thereof determined according to their respective interests  
in the loan, less only Lender's servicing fee.

3. **Servicing Fee.** Holder agrees that Lender will retain a servicing fee of \_\_\_\_\_ percent per annum of the unpaid  
balance of the guaranteed portion of the loan assigned hereunder.

4. **Purchase by Holder.** The guaranteed portion purchased by the Holder will always be a portion of the loan which is  
guaranteed. The Holder will hereby succeed to all rights of the Lender under the Loan Note Guarantee to the extent of the assigned  
portion of the loan. The Lender, however, will remain bound by all the obligations under the Loan Note Guarantee and the pro-  
gram regulations found in the applicable Subpart of 7 C.F.R. Part 1980 now in effect and future FmHA program regulations not in-  
consistent with the provisions hereof.

5. **Full Faith and Credit.** The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of  
the United States and is incontestable except for fraud or misrepresentation of which the Holder has actual knowledge at the time of  
this assignment, or which it participates in or condones. A note which provides for the payment of interest on interest shall not be  
guaranteed. Any Assignment Guarantee Agreement—Drought and Disaster Guaranteed Loan attached to or relating to a note  
which provides for payment of interest on interest is void.

6. **Rights and Liabilities.** The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding  
any fraud or misrepresentations by Lender or any unenforceability of the Loan Note Guarantee by Lender. Nothing contained  
herein shall constitute any waiver by FmHA of any rights it possesses against the Lender, and the Lender agrees that Lender will be  
liable and will promptly reimburse FmHA for any payment made by FmHA to Holder which, if such Lender had held the  
guaranteed portion of the loan, FmHA would not be required to make. The Holder(s) upon written notice to the Lender may resell  
the unpaid balance of the guaranteed portion of the loan assigned hereunder. An endorsement may be added to the Form FmHA  
1980-70 to effectuate the transfer.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing in-  
structions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of infor-  
mation. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this  
burden to: Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management  
and Budget, Paperwork Reduction Project (OMB No. 0575-0029), Washington, D.C. 20503.

Used by a lender for a  
Drought and Disaster  
(D&D) Guaranteed loan  
to assign the guaranteed  
portion of such loan to a  
holder in accordance with  
FmHA Instructions 1980-A  
and 1980-E.

(see reverse)

**PROCEDURE FOR PREPARATION**

: FmHA Instructions 1980-A and 1980-E.

**PREPARED BY**

: Lender and FmHA Official.

**NUMBER OF COPIES**

: Original and two copies.

**SIGNATURES REQUIRED**

: Lender and FmHA Approval Official; copies conformed.

**DISTRIBUTION OF COPIES**

: Original to holder; copy to lender; copy to FmHA  
approving office.

(1-3-89) SPECIAL PN

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7. **Repurchase by the Lender (Defaults).** The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder(s) within 30 days of written demand by the Holder(s) when: (a) the borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder(s) its pro rata share of any payment made by the borrower or any loan subsidy within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest (including any loan subsidy), less the Lender's servicing fee. The loan note guarantee will not cover the note interest on the guaranteed loan(s). Holder(s) will concurrently send a copy of demand to FmHA. The Lender will accept an assignment without recourse from the Holder(s) upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder(s) and FmHA of its decision.

8. **Purchase by FmHA.** If Lender does not repurchase as provided by paragraph 7, FmHA will purchase from Holder the unpaid principal balance of the guaranteed portion, less Lender's servicing fee, within 30 days after written demand to FmHA from the Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans. Such demand will include a copy of the written demand made upon the Lender. The Holder(s) or its duly authorized agent will also include evidence of its right to require payment from FmHA. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to FmHA or the original of the Assignment Guarantee Agreement properly assigned to FmHA without recourse including all rights, title, and interest in the loan. FmHA will be subrogated to all rights of Holder(s). The Holder will include in its demand the amount of unpaid principal due (no capitalized interest).

The Holder will also inform FmHA of the amount of past interest and capitalized interest it is owed. Such interest is not guaranteed. The Holder(s) remain entitled to all interest due up to the point of repurchase by the Lender or purchase by FmHA from the Holder(s) if such interest is or can be collected. If FmHA has purchased, FmHA is equally entitled.

The FmHA will promptly notify the Lender of its receipt of the Holder(s) demand for payment. The Lender will promptly provide the FmHA with the information necessary for FmHA's determination of the appropriate amount due the Holder(s). Any discrepancy between the amount claimed by the Holder(s) and the information submitted by the Lender must be resolved before payment will be approved. FmHA will notify both parties who must resolve the conflict before payment will be approved. Such a conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, FmHA will review the demand and submit it to the State Director for verification. After reviewing the demand the State Director will transmit the request to the FmHA Finance Office for issuance of the appropriate check. Upon issuance, the Finance Office will notify the office servicing the borrower and the State Director and remit the check(s) to the Holder(s).

9. **Lender's Obligations.** Lender consents to the purchase by FmHA and agrees to furnish on request by FmHA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrowers on the loan and the amount then owed to any Holder(s). Lender agrees that any purchase by FmHA does not change, alter or modify any of the Lender's obligations to FmHA arising from said loan or guarantee nor does it waive any of FmHA's right against Lender, and that FmHA shall have the right to set-off against Lender all rights inuring to FmHA as the Holder of this instrument against FmHA's obligation to Lender under the Loan Note Guarantee.

10. **Repurchase by Lender for Servicing.** If, in the opinion of the Lender, repurchase of the assigned portion of the loan is necessary to adequately service the loan, the Holder will sell the assigned portion of the loan to the Lender for an amount equal to the unpaid principal and interest (including any loan subsidy) on such portion less Lender's servicing fee. The loan note guarantee will not cover the note interest to the Holder on the guaranteed loans.

a. The Lender will not repurchase from the Holder(s) for arbitrage purpose or other purposes to further its own financial gain.

b. Any repurchase will only be made after the Lender obtains FmHA written approval.

c. If the Lender does not repurchase the portion from the Holder(s), FmHA at its option may purchase such guaranteed portions for servicing purposes.

11. **Foreclosure.** The parties owning the guaranteed portions and unguaranteed portion of the loan will join to institute foreclosure action, or in lieu of foreclosure, take a deed of conveyance to such parties.

12. **Reassignment.** Holder upon written notice to Lender and FmHA may reassign the unpaid guaranteed portion of the loan sold hereunder. Upon such notification, the assignee will succeed to all rights and obligations of the Holder hereunder.

13. **Notices.** All notices and actions will be initiated through the FmHA \_\_\_\_\_

for \_\_\_\_\_ (state) with mailing address \_\_\_\_\_

at the date of this assignment: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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ATTEST:

\_\_\_\_\_(SEAL)

ATTEST:

\_\_\_\_\_(SEAL)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

LENDER:

ADDRESS:

By \_\_\_\_\_

Title \_\_\_\_\_

HOLDER:

ADDRESS:

By \_\_\_\_\_

Title \_\_\_\_\_

UNITED STATES OF AMERICA  
Farmers Home Administration

By \_\_\_\_\_

Title \_\_\_\_\_